



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

SCOTT D. SHERMAN, ESQUIRE

Bar ID: 019961992

Minion & Sherman

33 Clinton Road, Suite 105

West Caldwell, New Jersey 07006

(973) 882-2424

Attorney for Creditor Wells Fargo Bank, N.A., as Trustee for Carrington  
Mortgage Loan Trust, Series 2006-FREI Asset-Backed Pass-Through  
Certificates  
C.241-5502.NF

Order Filed on August 28, 2018  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

In Re:

Dianna Guadagnino

Case No.: 17-12951-RG

Adv. No.:

Hearing Date: 8/7/18 at 11:00 a.m.

Judge: Rosemary Gambardella

**CONSENT ORDER RE ADEQUATE PROTECTION**

The relief set forth on the following pages, numbered two (2) through four (4) is  
hereby **ORDERED**.

**DATED: August 28, 2018**

A handwritten signature in black ink, appearing to read "Rosemary Gambardella".  
Honorable Rosemary Gambardella  
United States Bankruptcy Judge

(Page 2)

**Debtor: Dianna Guadagnino**

**Case No. 17-12951-RG**

**Caption of Order: Consent Order Re Adequate Protection**

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IT IS HEREBY CONSENTED by and between Movant, Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates, its assignees and/or successors in interest, through its retained counsel, Scott D. Sherman, Esquire, for Prober & Raphael, A Law Corporation, and Debtor Dianna Guadagnino, through her counsel, David Edelberg, Esquire, as follows:

1. Debtor shall maintain the regular monthly payments on Movant's loan obligation, and otherwise comply with all other terms of the subject Note and Mortgage, including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, encumbering the subject Property, generally described as **252 Suydam Ave, Jersey City, New Jersey 07304**, in a timely fashion, commencing with the September 1, 2018 payment. Any payment received after the 15<sup>th</sup> of each month shall be considered over due and therefore Movant can assess a late fee of 5% of the overdue payment. Payments on Movant's loan obligation shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

2. Debtor shall pay off arrearages in the total amount of \$11,547.24, representing the March 2018 through August 2018 monthly payments plus attorneys' fees and costs of \$1,031.00, less applied suspense of \$-36.98. Said arrearages shall be paid in monthly installments of \$1,924.54 each, commencing September 15, 2018, and continuing on the 15<sup>th</sup> day of each month thereafter until February 15, 2019. Said payments shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

3. In the event Debtor fails to timely and properly comply with the payments set forth in Paragraph 1 or 2 hereinabove, or any other terms of the subject Note and Mortgage including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee and maintain payment of property taxes Movant may file and serve a Certification of Default on Debtor and Debtor's counsel. Debtor shall have thirty (30) days from the date of service of said Certification within which to cure the existing breach. A cure of the breach shall include, but not be limited to, any late charges, costs and/or advances due pursuant to the Note. If Debtor fails to do so, then on the thirty-first (31<sup>st</sup>) day, Movant shall serve and lodge a Declaration Re Non-Compliance along with a final Order for Relief from the Automatic Stay. Absent a showing that the required payments were timely tendered to and received by Movant, in good funds, the Court shall cause said Order to be entered. Upon the entry of said Order, the Automatic Stay in the above-entitled bankruptcy proceeding shall be immediately vacated and extinguished for all purposes as to Movant, allowing Movant to proceed with foreclosure of the subject Property, pursuant to applicable State law.

4. Any funds received by Movant, which are subsequently returned for non-sufficient funds, including funds received and applied prior to the terms of this Order, shall be subject to the default provisions contained herein.

(Page 3)

**Debtor: Dianna Guadagnino**

**Case No. 17-12951-RG**

**Caption of Order: Consent Order Re Adequate Protection**

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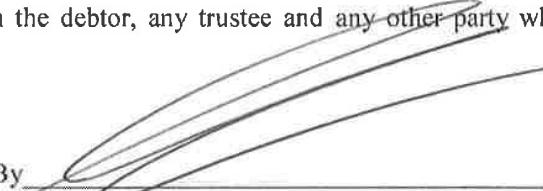
5. Should Movant obtain relief from the automatic stay due to a breach of the terms of this Order, any Order for Relief from the Automatic Stay shall provide for the 14-day stay described by Bankruptcy Rule 4001(a)(3) to be waived.

6. The terms and conditions of this Stipulation may not be modified, altered or changed in any Chapter 11 Plan for Reorganization without the express written consent of Movant.

7. In the event the instant bankruptcy proceeding is dismissed or discharged, this Consent Order shall be terminated and have no further force or effect.

The movant shall serve this order on the debtor, any trustee and any other party who entered an appearance on the motion.

By \_\_\_\_\_

  
**SCOTT D. SHERMAN, ESQUIRE**

Bar ID: 019961992

Minion & Sherman

33 Clinton Road, Suite 105

West Caldwell, New Jersey 07006

(973) 882-2424

Attorney for Movant

C.241-5502.NF



By \_\_\_\_\_

  
**DAVID EDELBURG, ESQUIRE**

Cullen and Dykman, LLP

433 Hackensack Avenue

Hackensack, NJ 07601

(201) 488-1300 (Tel)

(201) 488-6541 (Fax)

Attorney for Debtor

(Page 4)

Debtor: Dianna Guadagnino

Case No. 17-12951-RG

Caption of Order: Consent Order Re Adequate Protection

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**CERTIFICATE OF MAILING**

I hereby certify that on \_\_\_\_\_, 2018, a copy of the  
foregoing Order was served on each of the following: Movant.

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**Certificate of Notice Page 5 of 5**  
**United States Bankruptcy Court**  
**District of New Jersey**

In re:  
 Dianna Guadagnino  
 Debtor

Case No. 17-12951-RG  
 Chapter 11

**CERTIFICATE OF NOTICE**

District/off: 0312-2

User: admin  
 Form ID: pdf903

Page 1 of 1  
 Total Noticed: 2

Date Rcvd: Aug 28, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 30, 2018.

db +Dianna Guadagnino, 287 Communipaw Avenue, Jersey City, NJ 07304-4003  
 aty +Cullen and Dykman LLP, 433 Hackensack Avenue, Hackensack, NJ 07601-8309

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
 NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Aug 30, 2018

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 28, 2018 at the address(es) listed below:

Anna Landa on behalf of Creditor Wells Fargo Bank, N.A., as Trustee for Carrington mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates cmartin@pralc.com, ecf6@ecf.courtdrive.com  
 David Edelberg on behalf of Debtor Dianna Guadagnino dedelberg@cullenanddykman.com  
 David Gerardi on behalf of U.S. Trustee U.S. Trustee david.gerardi@usdoj.gov  
 Denise E. Carlon on behalf of Creditor BANK OF AMERICA, N.A. dcarlon@kmllawgroup.com, bkgroup@kmllawgroup.com  
 Emmanuel J. Argentieri on behalf of Creditor M & T BANK, SUCCESSOR BY MERGER TO HUDSON CITY SAVINGS BANK bk@rgalegal.com  
 Nicholas Paul Edwards on behalf of Creditor Wells Fargo Bank, N.A., as Trustee for Carrington mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates nedwards@shp-law.com, amckenzie@huntonak.com;plozano@huntonak.com  
 Robert S. Roglieri on behalf of Creditor Donald V. Biase RRoglieri@trenklawfirm.com  
 Scott D. Sherman on behalf of Creditor Wells Fargo Bank, N.A., as Trustee for Carrington mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates ssherman@minionsherman.com  
 Shoshana Schiff on behalf of Creditor Donald V. Biase sschiff@trenklawfirm.com, cdeangelis@trenklawfirm.com  
 U.S. Trustee USTPRRegion03.NE.ECF@usdoj.gov  
 William M.E. Powers on behalf of Creditor U.S. Bank National Association, as Trustee for MASTR Asset Backed Securities Trust 2006-AB1, Mortgage Pass-Through Certificates, Series 2006-AB1 ecf@powerskirk.com  
 William M.E. Powers, III on behalf of Creditor U.S. Bank National Association, as Trustee for MASTR Asset Backed Securities Trust 2006-AB1, Mortgage Pass-Through Certificates, Series 2006-AB1 ecf@powerskirk.com

TOTAL: 12